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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 ALVANTOR INDUSTRY CO., LTD.,

11 Plaintiff,

12 v.

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14 SHENZHEN JORDA TRADING CO.,
15 LTD., DBA ELEVENS, PEX FIX, ET
16 AL., SHENZHEN 703, AKA,
17 SHENZHEN QILINGSAN NETWORK
18 TECHNOLOGY CO., LTD., NEUTYPE,
19 AND MIRUO MIRROR, INC.,

20 Defendants.

Case No. 2:22-cv-04844-DOC-JPR

STIPULATED PROTECTIVE
ORDER

21
22 Pursuant to the Parties' Stipulation, and for good cause shown, the
23 Court finds and orders as follows.

24 1. PURPOSES AND LIMITATIONS

25 Discovery in this action is likely to involve production of confidential,
26 proprietary or private information for which special protection from public
27 disclosure and from use for any purpose other than pursuing this litigation may
28 be warranted. Accordingly, the parties hereby stipulate to and petition the

1 Court to enter the following Stipulated Protective Order. The parties
2 acknowledge that this Order does not confer blanket protections on all
3 disclosures or responses to discovery and that the protection it affords from
4 public disclosure and use extends only to the limited information or items that
5 are entitled to confidential treatment under the applicable legal principles.

6 2. GOOD CAUSE STATEMENT

7 This action is likely to involve trade secrets, customer and pricing lists
8 and other valuable research, development, commercial, financial, technical
9 and/or proprietary information for which special protection from public
10 disclosure and from use for any purpose other than prosecution of this action is
11 warranted. Such confidential and proprietary materials and information
12 consist of, among other things, confidential business or financial information,
13 information regarding confidential business practices, or other confidential
14 research, development, or commercial information (including information
15 implicating privacy rights of third parties), information otherwise generally
16 unavailable to the public, or which may be privileged or otherwise protected
17 from disclosure under state or federal statutes, court rules, case decisions, or
18 common law. Accordingly, to expedite the flow of information, to facilitate the
19 prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the parties are entitled to keep confidential, to
21 ensure that the parties are permitted reasonable necessary uses of such material
22 in preparation for and in the conduct of trial, to address their handling at the
23 end of the litigation, and serve the ends of justice, a protective order for such
24 information is justified in this matter. It is the intent of the parties that
25 information will not be designated as confidential for tactical reasons and that
26 nothing be so designated without a good faith belief that it has been
27 maintained in a confidential, non-public manner, and there is good cause why
28

1 it should not be part of the public record of this case.

2 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
 3 PROCEDURE

4 The parties further acknowledge, as set forth in Section 14.3, below, that
 5 this Stipulated Protective Order does not entitle them to file confidential
 6 information under seal; Local Civil Rule 79-5 sets forth the procedures that
 7 must be followed and the standards that will be applied when a party seeks
 8 permission from the court to file material under seal. There is a strong
 9 presumption that the public has a right of access to judicial proceedings and
 10 records in civil cases. In connection with non-dispositive motions, good cause
 11 must be shown to support a filing under seal. See Kamakana v. City and
 12 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
 13 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
 14 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
 15 protective orders require good cause showing), and a specific showing of good
 16 cause or compelling reasons with proper evidentiary support and legal
 17 justification, must be made with respect to Protected Material that a party
 18 seeks to file under seal. The parties' mere designation of Disclosure or
 19 Discovery Material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
 20 – ATTORNEY'S EYES ONLY" does not— without the submission of
 21 competent evidence by declaration, establishing that the material sought to be
 22 filed under seal qualifies as confidential, privileged, or otherwise protectable—
 23 constitute good cause.
 24

25 Further, if a party requests sealing related to a dispositive motion or trial,
 26 then compelling reasons, not only good cause, for the sealing must be shown,
 27 and the relief sought shall be narrowly tailored to serve the specific interest to
 28 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th

1 Cir. 2010). For each item or type of information, document, or thing sought to
 2 be filed or introduced under seal, the party seeking protection must articulate
 3 compelling reasons, supported by specific facts and legal justification, for the
 4 requested sealing order. Again, competent evidence supporting the application
 5 to file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise
 7 protectable in its entirety will not be filed under seal if the confidential portions
 8 can be redacted. If documents can be redacted, then a redacted version for
 9 public viewing, omitting only the confidential, privileged, or otherwise
 10 protectable portions of the document, shall be filed. Any application that seeks
 11 to file documents under seal in their entirety should include an explanation of
 12 why redaction is not feasible.

13 4. DEFINITIONS

14 4.1 Action: *Alvantor Industry Co., LTD. v. Shenzhen Jorda Trading Co.,*
 15 *LTD. et al.*, Case No. 2:22-cv-04844-DOC-JPR.

16 4.2 Challenging Party: a Party or Non-Party that challenges the
 17 designation of information or items under this Order.

18 4.3 “CONFIDENTIAL” Information or Items: information
 19 (regardless of how it is generated, stored or maintained) or tangible things that
 20 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
 21 specified above in the Good Cause Statement.

22 4.4 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
 23 Information or Items: information (regardless of how it is generated, stored or
 24 maintained) or tangible things that qualify for protection under Federal Rule of
 25 Civil Procedure 26(c), and as specified above in the Good Cause Statement,
 26 and also the disclosure of which to another party or non-party may seriously
 27 harm the party producing the information. Examples of information that
 28

1 might be considered HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
2 ONLY include sales data, sales units, pricing structures, product development
3 documents, safety testing and analysis documents, business and marketing
4 plans, and personally identifying information of customers.

5 4.5 Counsel: Outside Counsel of Record and House Counsel (as well
6 as their support staff).

7 4.6 Designating Party: a Party or Non-Party that designates
8 information or items that it produces in disclosures or in responses to discovery
9 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
10 EYES ONLY.”

11 4.7 Disclosure or Discovery Material: all items or information,
12 regardless of the medium or manner in which it is generated, stored, or
13 maintained (including, among other things, testimony, transcripts, and tangible
14 things), that are produced or generated in disclosures or responses to discovery.

15 4.8 Expert: a person with specialized knowledge or experience in a
16 matter pertinent to the litigation who has been retained by a Party or its
17 counsel to serve as an expert witness or as a consultant in this Action.

18 4.9 House Counsel: attorneys who are employees of a party to this
19 Action. House Counsel does not include Outside Counsel of Record or any
20 other outside counsel.

21 4.10 Non-Party: any natural person, partnership, corporation,
22 association or other legal entity not named as a Party to this action.

23 4.11 Outside Counsel of Record: attorneys who are not employees of a
24 party to this Action but are retained to represent a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a law
26 firm that has appeared on behalf of that party, and includes support staff.

27 4.12 Party: any party to this Action, including all of its officers,
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1 directors, employees, consultants, retained experts, and Outside Counsel of
2 Record (and their support staffs).

3 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 4.14 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing
7 exhibits or demonstrations, and organizing, storing, or retrieving data in any
8 form or medium) and their employees and subcontractors.

9 4.15 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEY’S EYES ONLY.”

12 4.16 Receiving Party: a Party that receives Disclosure or Discovery
13 Material from a Producing Party.

14 5. SCOPE

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.
20

21 Any use of Protected Material at trial shall be governed by the orders of
22 the trial judge and other applicable authorities. This Order does not govern the
23 use of Protected Material at trial.

24 6. DURATION

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this protective order used or
27 introduced as an exhibit at trial becomes public and will be presumptively
28 available to all members of the public, including the press, unless compelling

1 reasons supported by specific factual findings to proceed otherwise are made to
2 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
3 (distinguishing “good cause” showing for sealing documents produced in
4 discovery from “compelling reasons” standard when merits-related documents
5 are part of court record). Accordingly, the terms of this protective order do not
6 extend beyond the commencement of the trial.

7 7. DESIGNATING PROTECTED MATERIAL

8 7.1 Exercise of Restraint and Care in Designating Material for
9 Protection. Each Party or Non-Party that designates information
10 or items for protection under this Order must take care to limit any such
11 designation to specific material that qualifies under the appropriate standards.
12 The Designating Party must designate for protection only those parts of
13 material, documents, items or oral or written communications that qualify so
14 that other portions of the material, documents, items or communications for
15 which protection is not warranted are not swept unjustifiably within the ambit
16 of this Order.

17 Mass, indiscriminate or routinized designations are prohibited.
18 Designations that are shown to be clearly unjustified or that have been made
19 for an improper purpose (e.g., to unnecessarily encumber the case development
20 process or to impose unnecessary expenses and burdens on other parties) may
21 expose the Designating Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items
23 that it designated for protection do not qualify for protection, that Designating
24 Party must promptly notify all other Parties that it is withdrawing the
25 inapplicable designation.
26

27 7.2 Manner and Timing of Designations. Except as otherwise
28 provided in this Order, or as otherwise stipulated or ordered, Disclosure of

1 Discovery Material that qualifies for protection under this Order must be
2 clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
8 CONFIDENTIAL – ATTORNEY’S EYES ONLY” (hereinafter “HIGHLY
9 CONFIDENTIAL ATTORNEY’S EYES ONLY legend”), to each page that
10 contains protected material. If only a portion of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting
15 Party has indicated which documents it would like copied and produced.
16 During the inspection and before the designation, all of the material made
17 available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEY’S EYES ONLY”. After the inspecting
19 Party has identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions thereof, qualify
21 for protection under this Order. Then, before producing the specified
22 documents, the Producing Party must affix the “CONFIDENTIAL legend” or
23 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY legend” to
24 each page that contains Protected Material. If only a portion of the material on
25 a page qualifies for protection, the Producing Party also must clearly identify
26 the protected portion(s) (e.g., by making appropriate markings in the margins).

27 (b) for testimony given in depositions that the Designating Party
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1 identifies the Disclosure or Discovery Material on the record, before the close
2 of the deposition all protected testimony.

3 (c) for information produced in some form other than
4 documentary and for any other tangible items, that the Producing Party affix
5 in a prominent place on the exterior of the container or containers in which the
6 information is stored the legend “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL ATTORNEY’S EYES ONLY.” If only a portion or
8 portions of the information warrants protection, the Producing Party, to the
9 extent practicable, shall identify the protected portion(s).

10 7.3 Inadvertent Failures to Designate. If timely corrected, an
11 inadvertent failure to designate qualified information or items does not,
12 standing alone, waive the Designating Party’s right to secure protection under
13 this Order for such material. Upon timely correction of a designation, the
14 Receiving Party must make reasonable efforts to assure that the material is
15 treated in accordance with the provisions of this Order.

16 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.
20

21 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37-1 et seq.

23 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
24 joint stipulation pursuant to Local Rule 37-2.

25 8.4 The burden of persuasion in any such challenge proceeding shall be
26 on the Designating Party. Frivolous challenges, and those made for an
27 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
28 on other parties) may expose the Challenging Party to sanctions. Unless the

1 Designating Party has waived or withdrawn the confidentiality designation, all
2 parties shall continue to afford the material in question the level of protection
3 to which it is entitled under the Producing Party's designation until the Court
4 rules on the challenge.

5 9. ACCESS TO AND USE OF PROTECTED MATERIAL

6 9.1 Basic Principles. A Receiving Party may use Protected Material that
7 is disclosed or produced by another Party or by a Non-Party in connection
8 with this Action only for prosecuting, defending or attempting to settle this
9 Action. Such Protected Material may be disclosed only to the categories of
10 persons and under the conditions described in this Order. When the Action has
11 been terminated, a Receiving Party must comply with the provisions of section
12 15 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party
14 at a location and in a secure manner that ensures that access is limited to the
15 persons authorized under this Order.

16 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating
18 Party, a Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:
20

21 (a) the Receiving Party's Outside Counsel of Record in this
22 Action, as well as employees of said Outside Counsel of Record to whom it is
23 reasonably necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House
25 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
26 for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to
28 whom disclosure is reasonably necessary for this Action and who have signed

1 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and

5 Professional Vendors to whom disclosure is reasonably necessary for this
6 Action and who have signed the “Acknowledgment and Agreement to Be
7 Bound” (Exhibit A);

8 (g) the author or recipient of a document containing the
9 information or a custodian or other person who otherwise possessed or knew
10 the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses,
12 in the Action to whom disclosure is reasonably necessary provided: (1) the
13 deposing party requests that the witness sign the form attached as Exhibit A
14 hereto; and (2) they will not be permitted to keep any confidential information
15 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A), unless otherwise agreed by the Designating Party or ordered by the court.
17 Pages of transcribed deposition testimony or exhibits to depositions that reveal
18 Protected Material may be separately bound by the court reporter and may not
19 be disclosed to anyone except as permitted under this Stipulated Protective
20 Order; and

21 (i) any mediators or settlement officers and their supporting
22 personnel, mutually agreed upon by any of the parties engaged in settlement
23 discussions.
24

25 9.3 Unless otherwise ordered by the Court or permitting in writing by
26 the Designating Party, a Receiving Party may disclose any information or item
27 designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
28 only to persons identified in Sections 9.2(a) and 9.2(c)-(i) or this Order.

1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
 4 litigation that compels disclosure of any information or items designated in this
 5 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 6 ATTORNEY’S EYES ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
 8 notification shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena
 10 or order to issue in the other litigation that some or all of the material covered
 11 by the subpoena or order is subject to this Protective Order. Such notification
 12 shall include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
 14 pursued by the Designating Party whose Protected Material may be affected.
 15

16 If the Designating Party timely seeks a protective order, the Party served
 17 with the subpoena or court order shall not produce any information designated
 18 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 19 ATTORNEY’S EYES ONLY” before a determination by the court from
 20 which the subpoena or order issued, unless the Party has obtained the
 21 Designating Party’s permission. The Designating Party shall bear the burden
 22 and expense of seeking protection in that court of its confidential material and
 23 nothing in these provisions should be construed as authorizing or encouraging
 24 a Receiving Party in this Action to disobey a lawful directive from another
 25 court.
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11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY'S EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party

1 before a determination by the court. Absent a court order to the contrary, the
2 Non-Party shall bear the burden and expense of seeking protection in this court
3 of its Protected Material.

4 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
5 MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not
8 authorized under this Stipulated Protective Order, the Receiving Party must
9 immediately (a) notify in writing the Designating Party of the unauthorized
10 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
11 Protected Material, (c) inform the person or persons to whom unauthorized
12 disclosures were made of all the terms of this Order, and (d) request such
13 person or persons to execute the “Acknowledgment and Agreement to Be
14 Bound” attached hereto as Exhibit A.

15 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
16 OTHERWISE PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other
19 protection, the obligations of the Receiving Parties are those set forth in
20 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
21 modify whatever procedure may be established in an e-discovery order that
22 provides for production without prior privilege review. Pursuant to Federal
23 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
24 the effect of disclosure of a communication or information covered by the
25 attorney-client privilege or work product protection, the parties may
26 incorporate their agreement in the stipulated protective order submitted to the
27 court.
28

1 14. MISCELLANEOUS

2 14.1 Right to Further Relief. Nothing in this Order abridges the right of
3 any person to seek its modification by the Court in the future.

4 14.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object
6 to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any
8 right to object on any ground to use in evidence of any of the material covered
9 by this Protective Order.

10 14.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Local Civil Rule 79-5. Protected
12 Material may only be filed under seal pursuant to a court order authorizing the
13 sealing of the specific Protected Material. If a Party's request to file Protected
14 Material under seal is denied by the court, then the Receiving Party may file
15 the information in the public record unless otherwise instructed by the court.

16 15. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 6,
18 within 60 days of a written request by the Designating Party, each Receiving
19 Party must return all Protected Material to the Producing Party or destroy such
20 material. As used in this subdivision, "all Protected Material" includes all
21 copies, abstracts, compilations, summaries, and any other format reproducing
22 or capturing any of the Protected Material. Whether the Protected Material is
23 returned or destroyed, the Receiving Party must submit a written certification
24 to the Producing Party (and, if not the same person or entity, to the
25 Designating Party) by the 60-day deadline that (1) identifies (by category,
26 where appropriate) all the Protected Material that was returned or destroyed
27 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
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1 compilations, summaries or any other format reproducing or capturing any of
2 the Protected Material. Notwithstanding this provision, Counsel are entitled to
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and
4 hearing transcripts, legal memoranda, correspondence, deposition and trial
5 exhibits, expert reports, attorney work product, and consultant and expert
6 work product, even if such materials contain Protected Material. Any such
7 archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section 6 (DURATION).

9 16. VIOLATION

10 Any violation of this Order may be punished by appropriate measures
11 including, without limitation, contempt proceedings and/or monetary
12 sanctions.

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14
15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16
17 DATED: June 08, 2023


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21 JOHN D. EARLY
22 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the U.S. District
Court for the Central District of California on June 8, 2023, in the case of *Alvantor
Industry Co., LTD. v. Shenzhen Jorda Trading Co., LTD. et al.*, Case No. 2:22-cv-
04844-DOC-JPR. I agree to comply with and to be bound by all terms of this
Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment, including contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with

1 this action or any proceedings related to enforcement of this Stipulated Protective
2 Order.
3

4
5 Date: _____

6
7 City and State where signed: _____

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9 Printed name: _____

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11 Signature: _____
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